

ARTICLE 35
UFF PRIVILEGES

35.1 Use of Facilities and Services. Subject to the rules and policies of the University, the UFF shall have the right to use University facilities for meetings and to use all other services of the University on the same basis as they are generally available to University-related groups and organizations. For purposes of this Agreement, University-related groups and organizations are groups that are directly related to University operations or the University community and that may or may not receive budgetary support. Examples of such groups include student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, and direct support organizations.

35.2 Communications.

(a) The UFF may post bulletins and notices relevant to its position as the collective bargaining agent on at least one bulletin board per building where employees have offices. Specific locations within a building shall be mutually selected by the University and the local UFF Chapter. All materials placed on the designated bulletin boards shall bear the date of posting and may be removed by the University after having been posted for sixty days. In addition, such bulletin boards may not be used for election campaigns for public office.

(b) The University shall place a link to the local UFF Chapter web site at www.collectivebargaining.ucf.edu.

35.3 Leave of Absence -- Union Activity.

(a) At the written request of the UFF, provided no later than May 1 of the preceding academic year when such leave is to become effective, a full-time or part-time unpaid leave of absence for the academic year shall be granted to up to two employees designated by the UFF for the purpose of carrying out UFF's obligations in representing employees and administering this Agreement, including lobbying and other political representation. Such leave may also be granted to one employee for the entire summer term, upon written request by the UFF provided no later than March 15 of the preceding academic year. Upon the failure of the UFF to provide the University with a list of designees by the specified deadlines, the University may refuse to honor any late requests.

(b) No more than two employees from any college/unit, nor more than one employee per fifteen employees per department/unit, shall be granted such leave at any one time.

(c) The UFF shall reimburse the University for the employee's fringe benefits.

41 (d) Employees on leave under this paragraph shall be eligible to receive
42 salary increases in accordance with the provisions of Article 17.

43 (e) An employee who has been granted leave under this Article for four
44 consecutive academic years shall not again be eligible for such leave until one
45 academic year has elapsed following the end of the leave. One employee,
46 designated by the UFF, shall be exempt from the provisions of this subsection.
47 Other exceptions may be granted at the discretion of the University upon prior
48 written request by the UFF.

49 (f) The University shall not be liable for the acts or omissions of said
50 employees during the leave and the UFF shall hold the University harmless for any
51 such acts or omissions, including the cost of defending against such claims.

52 (g) An employee on such leave shall not be evaluated for this activity nor shall
53 such activity be considered by the University in making personnel decisions.

54 **35.4 Released Time.**

55 (a) The University agrees to provide released time each calendar year to full-
56 time employees designated by the UFF for the purpose of carrying out the UFF's
57 obligations in collective bargaining negotiations, contract enforcement and
58 grievance representation. The Parties shall take coordinated action to facilitate an
59 adequate and mutually convenient bargaining schedule. A maximum of ~~five~~seven
60 units of released time shall be granted during each spring and fall semester and
61 ~~four~~five units in each summer session. The UFF may designate employees to
62 receive released time during the year subject to the following conditions:

63 (1) A maximum of ~~three~~two released time units per semester shall be
64 granted to employees in any one collegedepartment.

65 (2) The UFF shall provide the University with a list of designees for
66 the academic year no later than May 1 of the preceding academic year.
67 Substitutions for the spring semester shall be made upon written notification
68 submitted by the UFF to the University no later than November 1. A list of
69 designees for the summer shall be submitted no later than April 15 preceding
70 that summer.

71 (3) Released time shall not become part of the status quo.

72 ~~(4) After ratification of this agreement, two units of released time~~
73 ~~shall be offered in Spring 2018 to employees that do not have a teaching~~
74 ~~assignment. Five units of released time shall be offered in Summer 2018,~~
75 ~~and seven units in Fall 2018.~~

76 (b) Each "unit" of released time shall consist of a reduction in teaching load
77 of one course per fall or spring semester for instructional employees or, for non-
78 teaching employees, a reduction in workload of ten hours per week, which shall
79 include a 25% reduction in assigned duties. One unit of released time may be used
80

81 during the summer term at a rate of 12.5% of the employee's nine-month salary
82 and shall be considered the equivalent of one summer term course's FTE for
83 instructional employees. For non-~~teaching/instructional~~ twelve-month employees,
84 one unit of summer released time shall include a reduction in workload of ten
85 hours per week, which shall include a 25% reduction in assigned duties.

86 (c) Released time shall be used only by members of UFF's designated
87 collective bargaining team and by the UFF's designated grievance representatives,
88 at the University or state level, and shall not be used for lobbying or other political
89 representation.

90 (d) Employees who are on leave of any kind shall not be eligible to receive
91 released time.

92 (e) Upon the failure of the UFF to provide a list of designees by the specified
93 deadlines, the University may ~~refuse to honor~~still consider any released time
94 requests that were submitted late due to extenuating circumstances. Substitutions
95 submitted after the November 1 deadline shall be allowed at the discretion of the
96 University.

97 (f) An employee who has been granted released time for either or both
98 semesters during four consecutive academic years shall not again be eligible for
99 released time until two academic years have elapsed following the end of the
100 fourth academic year in which such released time was granted.

101 (1) As an exception to this limitation, three employees designated by
102 the UFF shall be eligible for released time for responsibilities at the UFF
103 state level for one additional year. These employees shall not again be
104 eligible for released time until two academic years have elapsed following
105 the end of the fifth academic year of released time. These employees shall be
106 identified by the UFF no later than May 1 of the preceding academic year;
107 substitutions submitted after the May 1 deadline may be granted at the
108 discretion of the University upon prior written request by the UFF~~approved~~
109 ~~by the University at its discretion~~.

110 (2) One employee, designated by the UFF, shall be exempt from the
111 released time limitations of Article 3.4(f). Other exceptions may be granted
112 at the discretion of the University upon prior written request by the UFF.

113 (g) Employees on released time shall be eligible for salary increases on the
114 same basis as other employees. Their released time activities shall not be evaluated
115 and the University shall not use such activity against the employee in making
116 personnel decisions.

117 (h) Employees on released time shall retain all rights and responsibilities as
118 employees but shall not be considered representatives of the University for any
119 activities undertaken on behalf of the UFF. The UFF agrees to hold the University

120 harmless for any claims arising from such activities, including the cost of
121 defending against such claims.